

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 45:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.
STATE OF NEW JERSEY

COUNTY MIDDLESEX

SS. County Municipal Code
1221

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION South Brunswick Twp (Symbol "C" to indicate that fee is exclusively for county use.)

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions #3 and #4 on reverse side)

Deponent, Bernard P. Hvozdevic, Jr. being duly sworn according to law upon his/her oath,
(Name) Twp. Manager
deposes and says that he/she is the _____ in a deed dated _____ transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 84.03 Lot number 5051 located at
5051 Beech Court, Monmouth Junction NJ 08852
(Street Address, Town) and annexed thereto.

(2) CONSIDERATION \$128,062.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

8(b) Sale of public owned property. Gov. Agency

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. (Instruction #9 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) ☐ legally blind or;
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed
Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 12th day of Oct. 20 16

DONALD J. SEARS
AN ATTORNEY AT LAW
IN THE STATE OF NJ

Signature of Deponent _____
South Brunswick Township
Grantor Name
540 Ridge Road, Monmouth Junction, NJ 08852
Deponent Address Grantor Address at Time of Sale
xxx-xxx-306
Last three digits in Grantor's Social Security Number
Anthony M. Campisano, Esq.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at:
www.state.nj.us/treasury/taxation/lpt/localtax.shtml



State of New Jersey

GIT/REP-3
(9-2015)**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

South Brunswick Township

Current Street Address

540 Ridge Road

City, Town, Post Office Box

Monmouth Junction

NJ

State

08852

Zip Code

PROPERTY INFORMATION

Block(s)

84.03

Lot(s) 5051

Qualifier

Street Address

5051 Beech Court

City, Town, Post Office Box

Monmouth Junction

NJ

State

08852

Zip Code

Seller's Percentage of Ownership

100%

Total Consideration

\$128,062.00

Owner's Share of Consideration

\$128,062.00

Closing Date

10/25/2016

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☒ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. ☐ Seller did not receive non-like kind property.
9. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
12. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. ☐ The property transferred is a cemetery plot.
15. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

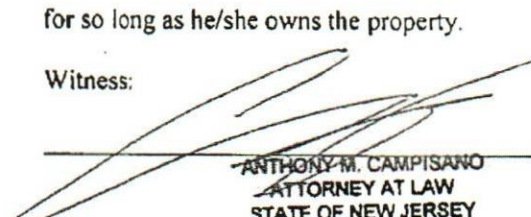
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

EXECUTION BY GRANTEE

By signing below, the Grantee(s) hereby do, jointly and severally, acknowledge and agree that he/she understands the covenants and restrictions set forth herein, and further that he/she shall be bound by same for so long as he/she owns the property.

Witness:


ANTHONY M. CAMPISANO
ATTORNEY AT LAW
STATE OF NEW JERSEY
State of New Jersey


REGINA M. LOCANDRO, Owner/Grantee

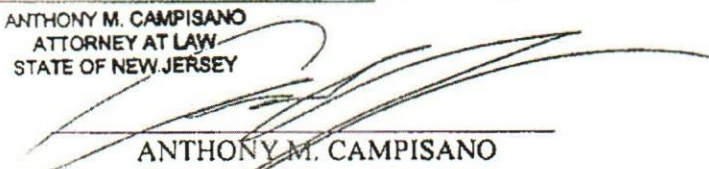
:SS

County of Middlesex

BE IT REMEMBERED, that on this the 25 day of October, 2016 the subscriber REGINA M. LOCANDRO appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing Deed and (ii) and that he/she has executed said Deed with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, _____ on the date set forth above.

ANTHONY M. CAMPISANO
ATTORNEY AT LAW
STATE OF NEW JERSEY


ANTHONY M. CAMPISANO
Attorney at Law
State of New Jersey

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP UNIT,
REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT
CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO
AFFORDABLE HOUSING RESTRICTIONS

My name REGINA M. FORTINER, and I am making this certificate in connection with my certification to purchase 5051 Beech Court, Monmouth Junction, NJ 08852, a home provided under the New Jersey Affordable Housing Program.

I am aware, as the purchaser of an Affordable Home, that from this date and as long as I own my home, I have to follow the rules and requirements that are listed below.

1. I am allowed to sell my home only to a person or a family who is part of the Affordable Housing Program, and who has been certified, like I have been, in writing by the Township of South Brunswick Affordable Housing Office, the Administrative Agent for the Township of South Brunswick.
2. The price for which I can sell my house is limited by law, and may be much less than the sale prices of other homes similar to mine, but which are not part of the Affordable Housing Program.
3. I cannot take out any loans of any kind secured by my house (a "mortgage loan") unless my plans to get the loan are approved by the Township before I sign any loan papers. This restriction applies even after I become the owner and for as long as I own it. The total amount of mortgage loans I am allowed to have is limited by law.
4. I know that I am required to live in my house, and that I cannot rent it out to any other person, not even to members of my family. If I have a temporary need to move away that is not my fault, such as if my employer is temporarily sending me to a work place a great distance from my home, or if I am being called up for military service, and I want to rent my house, I must call the Township and ask for a "temporary waiver" of this rule. It is up to the Township whether or not I get a temporary waiver. I know that the rent I am allowed to charge a tenant is limited by law, and is announced each year by the Council on Affordable Housing. I know that it is my responsibility to find out what is the maximum rent I am allowed to charge by calling the Township of South Brunswick.

5. If my home is a two-family home, I know that I am allowed to rent the rental apartment in my home only to a person or to a family who is part of the Affordable Housing Program, and who has been certified to rent my rental apartment in writing by the Township of South Brunswick. I know that the rent I am allowed to charge a tenant is limited by law, and is announced each year by the Council on Affordable Housing. I know that it is my responsibility to find out what is the maximum rent I am allowed to charge by calling the Township of South Brunswick.
6. If I am allowed by the Township to rent my home, I know that I am required to send copies of all leases with my tenants to the Township of South Brunswick.
7. I know that I am not allowed to make any improvements to my home unless they have been approved in writing by the Township of South Brunswick.
8. I know that if I break any of these rules I will be breaking the law, and that I will be subject to penalties provided by law, including having to pay fines and possibly losing my home.
9. I know that this certificate is just a summary of the rules and restrictions that limit the use of my home and that a full description of the rules and restrictions are contained in state law.

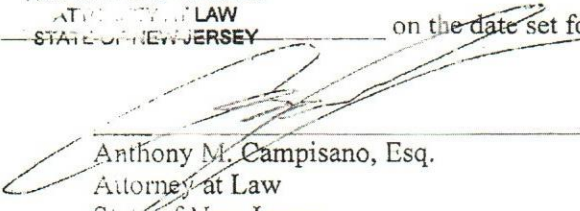
Signature of Owner


REGINA M. LOCANDRO

BE IT REMEMBERED that on this 25 day of October, 2016 the signer of this Certificate REGINA M. LOCANDRO appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Purchaser of the Affordable home that is identified as said Purchaser in the foregoing Certificate, and (ii) and that he/she has executed said Certificate with respect to the purchase of the property described in the Certificate and for the purposes described and set forth therein.

Sworn to and subscribed before me, _____ on the date set forth above.

ANTHONY M. CAMPISANO
ATTORNEY AT LAW
STATE OF NEW JERSEY


Anthony M. Campisano, Esq.
Attorney at Law
State of New Jersey



14. PRIOR ROUND: BUCKINGHAM PLACE - BRANDYWINE

[REDACTED]
MIDDLESEX COUNTY CLERK

Return To:

COMMONWEALTH LAND TITLE INSURANCE
P O BOX 700
SUMMIT NJ 07902

NEW JERSEY HOUSING AND MORTGAG
E FINANCE AGENCY

Index DEED BOOK

Book 06299 Page 0339

No. Pages 0013

Instrument DEED W/O ABSTRA

Date : 11/03/2011

Time : 10:55:57

Control # 201111030225

INST# DE 2011 011258

Employee ID DALALB

RECORDING	\$	85.00
DARM	\$	39.00
NJPRPA	\$	26.00
- - - -	\$.00
- - - -	\$.00
RECORDING	\$	3.00
	\$.00
	\$.00
	\$.00

Total: \$ 153.00

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

PLEASE NOTE
DO NOT REMOVE THIS COVERSHEET
IT CONTAINS ALL RECORDING INFORMATION

ELAINE FLYNN
COUNTY CLERK



201111030225



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document

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TO ACCESS THE IMAGE OF
THE DOCUMENT RECORDED
HEREUNDER BY BOOK AND
PAGE NUMBER, USE THE
BOOK AND PAGE NUMBER
ABOVE.

B06299P0339

RECORDED
ELINNE M. FLYNN
MIDDLESEX CTY CLERK

2011 NOV -3 PM 12:49

RECORD AND RETURN TO:

Suzanne M. Plesnarski, Sr. Paralegal
NEW JERSEY HOUSING AND MORTGAGE
FINANCE AGENCY
637 S. Clinton Ave., PO Box 18550
Trenton, NJ 08650-2085

BOOK #

Prepared by:

PAGE #

Kimberly A. Sked

Deputy Attorney General

DEED RESTRICTION

Buckingham Place at South Brunswick, HMFA #1261/ASL#17

THIS DEED RESTRICTION ("Deed Restriction") is made and entered into as of this 25th day of October, 2011, by and between **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, pursuant to the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended, NJSA 55:14K, et seq. (the "Act"), and **BUCKINGHAM PLACE AT SOUTH BRUNSWICK, L.L.C.** (the "Owner"), a limited liability company organized and existing under the laws of the State of New Jersey, duly authorized to transact business in the State of New Jersey, and a qualified housing sponsor within the meaning of the Act, having its principal office at 155 Raymond Road, Princeton, New Jersey 08540, and that owns the real property described in Schedule A attached hereto and the Buckingham Place at South Brunswick project constructed thereon.

Section 1. Definitions and Interpretations. The following terms shall have the respective meanings set forth below:

"**ALR Code**" means the standards for Licensure of Assisted Living Residence, Comprehensive Personal Care Homes and Assisted Living Programs, NJAC 8:36-1 through 16, any other regulations promulgated under the authority of the Health Care Facilities Planning Act, NJSA 26:2H-1 et seq., as amended from time to time.

"**Assisted Living**" means the coordinated array of personal and health services and the provision of living arrangements, all as defined in the ALR Code.

"**Assisted Living Residence**" shall have the meaning assigned to such term as defined in the ALR Code.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**First Mortgage**" means the first mortgage given by the Owner to the Agency to secure the payment of the First Mortgage Loan, and dated May 9, 2002 and recorded on June 12, 2002 in Mortgage Book 763, Page 40, in the Office of the Middlesex County Clerk.

RECORD & RETURN
COMMONWEALTH LAND TITLE INSURANCE CO.
P.O. BOX 700, SUMMIT, NJ 07902-700
File No. 11-000257

B06299P0340

"First Mortgage Loan" means the first mortgage loan made to the Owner by the Agency to finance a portion of the cost of the development, construction and/or acquisition of the Project, and secured by the First Mortgage.

"IRS Regulations" means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

"Land" means the real property described in Schedule "A" attached hereto and made a part hereof.

"Low-Income Tenants" means occupants of the Project who have income of 50 percent or less of the area median gross income, adjusted for family size, as determined under Section 142(d) of the Code.

"Project" means the multifamily assisted living residential rental project constructed and/or rehabilitated and otherwise financed with the proceeds of the First Mortgage Loan along with all other improvements constructed or located on the Land.

"Qualified Project Period" means the period beginning on the first day on which 10 percent of the residential units in the Project are occupied and ending on the latest of:

- (i) the date which is 15 years after the date on which 50 percent of the residential units in the Project are occupied;
- (ii) the 1st day on which no tax-exempt private activity bond issued with respect to the Project is outstanding; or
- (iii) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

"Residential Rental Project" means a qualified residential rental project as defined in Section 142(d) of the Code.

"Tax-Exempt Financing" means financing received by the Owner from the proceeds of the tax-exempt bonds issued by the Agency, the interest on which is excludable from gross income for purposes of federal or state income taxation.

Section 2. Background and Purpose. The Land and Project were originally developed with financing furnished by the Agency through the First Mortgage Loan in the original principal amount of \$17,947,932.06, a portion of which included Tax-Exempt Financing.

In consideration of One Dollar (\$1.00), full satisfaction of the First Mortgage Loan, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Owner have entered into this Deed Restriction.

806299P0341

Section 3. Satisfaction of Mortgage. The First Mortgage has been paid and satisfied in full as of the date hereof. This Deed Restriction is forthwith substituted for and supersedes the First Mortgage, which, along with all other recorded First Mortgage Loan documents, shall be simultaneously discharged of record and have no further force or effect.

Section 4. Covenants, Reservations and Restrictions. The Owner hereby represents, warrants, covenants, and agrees that the Project and Land and the Owner and the Owner's assigns and successors in title to the Project and/or Land shall be subject to the covenants, reservations and restrictions set forth below:

(a) Use of the Land and the Project shall be restricted to use primarily as assisted living residences. Approval by the Agency is required prior to any different use of the Land and the Project.

(b) From the date of this Deed Restriction until **June 1, 2032** [or, in the case of subsection (b)(viii) below, until the end of the Qualified Project Period], the Owner for itself, its successors and assigns hereby represents, covenants, warrants and agrees that:

i. The Project shall be owned, managed and operated as an Assisted Living multi-family residential rental property. The Project shall be comprised of a building or structure or several buildings or structures containing similarly constructed dwelling units, together with any functionally related and subordinate facilities and such other non-dwelling units as approved by the Agency, and, as required by the Tax-Exempt Financing, the Project shall consist solely of a Residential Rental Project and adult medical daycare, and no commercial or other facilities may be part of the Project unless permitted by the Agency, the ALR Code, the Code or IRS Regulations.

ii. The Project shall be licensed by the New Jersey Department of Health, contain one or more similarly constructed dwelling units, each of which will contain at a minimum one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance, all of which shall meet the standards set forth in the ALR Code. Each unit shall also contain such facilities as required by the Code or IRS Regulations.

iii. None of the units in the Project will be utilized at any time for an initial lease term of less than six months, except as permitted by IRS Regulations applicable to the Project, or as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, life care facility, trailer court or park.

iv. All of the units shall be rented or available for rent on a continuous basis to members of the general public who have been assessed to need Assisted Living services, including residents who require formal long-term care, and the Owner will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to tenants as provided under Section 4 of this Deed Restriction.

v. The Project shall comply with any additional requirements of the Code or IRS Regulations dealing with the residential character of the Project.

B06299P0342

vi. The Owner also acknowledges that, as required by the Tax-Exempt Financing, there may be additional limits on the maximum income that tenants may earn in order to be eligible to lease, occupy and/or reside in a dwelling unit at the Project. In such event, the Owner agrees to comply with the income restrictions as set forth in the Code or IRS Regulations governing income restrictions.

vii. The Owner shall continue to rent at least 20%, or twenty-two (22) of the units at the Project to tenants whose income does not exceed 50% percent of the area's median income adjusted for family size, as median income is defined by the United States Department of Housing and Urban Development ("HUD"), from time to time, and 5% of the 20% set aside for residents will be affordable to people who are Medicaid eligible, or the minimum percentage of units as required by applicable law, whichever is greater. Any change in the use of the Land and the Project approved by the Agency as outlined in subparagraph (a) above notwithstanding, the Owner shall continue to rent 20% of the units at the Project to tenants whose income does not exceed 50% of the area's median income as adjusted for family size, as median income is defined by HUD, from time to time. The Owner acknowledges that if the income restrictions set forth in this paragraph are more restrictive than the restrictions prescribed under the Act and/or the Code, that the Owner shall abide by the restrictions in this paragraph.

viii. The Owner hereby represents, warrants and covenants that at all times throughout the Qualified Project Period, not less than 20 percent of the units shall be leased to qualified Low-Income Tenants. For purposes of complying with these requirements, any dwelling unit occupied by an individual or family who is a Low-Income Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Low-Income Tenant even though such individual or family subsequently ceases to be a Low-Income Tenant. The preceding sentence shall not apply to any resident whose income as of the most recent income determination exceeds 140 percent of the income limit applicable to such resident if, after such determination but before the next determination, any residential unit of comparable or smaller size in the Project is occupied by a new resident whose income exceeds the applicable income limit. If a unit is vacated by an individual or family who qualified as a Low-Income Tenant, such dwelling unit shall be treated as occupied by a Low-Income Tenant until reoccupied (other than for a temporary period of not more than 31 days), at which time the character of the unit shall be redetermined. All dwelling units have been and shall be occupied by or held available for rental only to members of the general public who have been assessed to need Assisted Living services, including residents who require formal long-term care, without regard to race, creed, religion, national origin or sex.

(c) In the event of a conflict among the above requirements, the most stringent shall apply.

Section 5. Covenants to Run with the Land. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and shall pass to and be binding upon the Owner's assigns and successors in title to the Land and/or Project. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or the Land or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract,

deed or other instruments. If a portion or portions of the Project or Land are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

Section 6. Defaults. Each of the following shall be an Event of Default:

(a) Commission by the Owner of any act prohibited by the terms of this Deed Restriction, or failure by the Owner to perform or observe in timely fashion any action or covenant required by any of the terms of this Deed Restriction, or failure by the Owner to produce satisfactory evidence of compliance therewith.

(b) Any breach by the Owner of its obligations or any failure to observe its covenants under this Deed Restriction.

Any events as set forth in subsections (a) and (b) of this Deed Restriction shall not be deemed an Event of Default hereunder unless such failure to perform or observe, or breach has not been corrected within a period of 30 days following written notice provided to the Owner by the Agency.

Section 7. Expenses Due to Default. All expenses (including reasonable attorney's fees and costs and allowances) incurred in connection with an action to remedy a default under this Deed Restriction, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments, as determined in good faith by the Agency whether or not an action or proceeding is instituted.

Section 8. Remedies. Upon the occurrence of any Event of Default, the Agency may, at its option, take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) Sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Deed Restriction. The Owner agrees that the remedy at law for the violation or nonperformance of the Owner's obligations under this Deed Restriction is not adequate by reason, among other things of the public purpose to maintain affordable rental units;

(b) The above enumeration of remedies notwithstanding, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law.

Section 9. Enforceability; Waiver. The provisions hereof are imposed upon and made applicable to the Land and the Project and shall run with the Land and the Project and shall be enforceable against the Owner of any other person or entity that has or had an ownership interest in the Land or the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any time or times.